



**Award No. 5785
Docket No. 5674
2-CB&Q-EW '69**

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee John J. McGovern when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 95, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO
(Electrical Workers)**

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That in violation of the current agreement, Electrician Gerald Robertson was unjustly dismissed from the service of the Carrier on May 16, 1967, causing him to lose a total of 18 days work before Carrier reinstated him to service on June 12, 1967.
2. That accordingly, the Carrier be ordered to make the aforementioned Electrician whole by compensating him for all wage loss suffered from May 16, 1967 to June 12, 1967 inclusive.

EMPLOYEES' STATEMENT OF FACTS: Electrician Gerald Robertson, hereinafter referred to as the claimant, is employed by the Chicago, Burlington and Quincy Railroad Company, hereinafter referred to as the carrier, at carrier's Aurora Shops, Aurora, Illinois.

On May 16, 1967, Aurora Shop Superintendent C. R. Bignell addressed a letter to the claimant informing him that he was being removed from carrier service for insubordination account of alleged failure to sign a form pertaining to employee automobiles that are, or are not, parked on carrier property.

Upon receipt of carrier's letter of May 16, 1967, the claimant on May 18, 1967 directed a letter to Shop Superintendent Bignell wherein he requested an investigation for being dismissed from carrier service in accord with the provisions of Rule 31(a) of the current agreement.

carrier acknowledged claimant's request for an investigation on May 22, 1967 and proposed the same be held at 10:00 A.M. May 26, 1967. However, due to the short period of time left to make preparations for the case by the claimant's representatives, the local chairman on May 24, 1967 requested that the investigation be held on May 31, 1967. In a letter dated May 25, 1967, the carrier agreed that it would be satisfactory to hold the investigation on May 31, 1967.

Subsequently, the investigation was held in the office of Superintendent of Shops, Aurora, Illinois.

The claimant's negative responses to the investigating officers questions concerning insubordination amount to nothing more than an irrational attempt to absolve himself from any responsibility for his conduct. Again the claimant draws a picture of himself as an individual, who shall decide for himself what company policies he will comply with.

If the claimant had some reason which he felt important enough to warrant not signing the appropriate forms, he should have come forth with it. Perhaps, then, his actions would not dramatize so well his stubborn insubordinate conduct. This board has held in the past that, within reason, employees have an obligation to obey orders and directives from superior officers. Then, if employees feel that these orders and directives were not worthy of compliance, they have the option to file grievances. The business world cannot long exist if employees are permitted to decide what directives they will or will not follow. Referee Dudley E. Whiting stated this principle in Second Division Award 4782:

"The only way to raise an issue as to the reasonableness of a supervisors directions is to obey and file a grievance. This is the procedure provided by the contract and must be followed. Disobedience consists of taking the law into ones own hands and is insubordination, which is a proper basis for discipline."

Of the 243 employees at the Aurora Shops under the Supervision of Supt. Bignell the claimant in this case stood alone in his failure to comply with company parking policy.

In view of all the proceeding this claim must be denied.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

This is a disciplinary case. Claimant, from the evidence of record, refused to sign certain company forms required for parking on company property. Without going into great detail, we are singularly impressed with the apparent stubborn attitude of the claimant in refusing to submit completed forms to management. Eventually, after having been afforded several opportunities to do so, he did sign the required forms, but they were turned in late to the Carrier official. Carrier thereupon charged him with insubordination. An investigation was held, as a result of which Claimant was dismissed from service and later reinstated, losing a total of 18 days work.

Claimant has been an employee of the Carrier for a period of 19 years and during this period of time was never the subject of disciplinary action. His record was unblemished.

In view of the foregoing, we conclude that the Carrier's decision was too severe in this case. It is our judgment that a loss of one day's pay would be more appropriate. Carrier, therefore, should compensate Claimant for 17 day's pay and it is so ordered.

A W A R D

Claim sustained consonant with opinion as written.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division**

**ATTEST: Charles C. McCarthy
Executive Secretary**

Dated at Chicago, Illinois, this 24th day of October, 1969.